

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

LORETTA SABRINA MARSHALL,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

GEORGETOWN MEMORIAL
HOSPITAL d/b/a TIDELANDS
HEALTH,

Defendant.

Case No.: 2:21-CV-02733-RMG-JDA

DECLARATION OF ANGELA TRAVER

Comes before me now, Angela Traver, who upon oath duly sworn, deposes, and states as follows:

1. My name is Angela Traver, and I am currently employed by Tidelands Health System (the “Hospital”), as the Director of Employee Relations & HR Compliance. I have held this position with the Hospital since February 22, 2021. My office is located at the corporate headquarters in Murrells Inlet, South Carolina. Among my responsibilities are the sourcing and recruitment of applicants, hiring of employees, and the maintenance of personnel files.

2. Tidelands Health is a not-for-profit healthcare provider located in the coastal region of South Carolina, serving the Carolinas at four (4) hospitals and more than sixty (60) outpatient facilities in Georgetown and Horry Counties. Tidelands employs more than 2,500 employees and physicians, all focused on promoting wellness, preventing illness, encouraging recovery, and restoring health.

3. As a large, regional healthcare provider, Tidelands Health is able to leverage its size to purchase equipment and supplies at lower prices from vendors all over the Country. Similarly, Tidelands' patients have individual and/or group health benefit plans that require Tidelands to deal with insurance companies outside the State of South Carolina on a daily basis.

4. Located as they are in a resort/destination community, Tidelands frequently treats patients from outside the State who are only in the low country of South Carolina for a short period of time. Similarly, being near the state line with North Carolina, Tidelands routinely provides healthcare services to residents of the State of North Carolina.

5. Tidelands recruits out-of-state applicants for strategic healthcare positions through advertising in various healthcare periodicals with a circulation outside the State of South Carolina.

6. Loretta Marshall filled out an online application with Tidelands Health on or about April 12, 2016, and she electronically signed that application at 9:35 a.m. A copy of that application is attached to this Declaration as Exhibit A¹.

7. The third page of that application contains a provision whereby Ms. Marshall agreed that

“Both you and Tidelands agree to resolve any and all claims, disputes or controversies arising out of or relating to your application for employment and application process exclusively by arbitration...” (see App., p. 3).

8. Subsequent to April 12, 2016, Ms. Marshall's application remained active, and she could update it at any time by accessing it online and making changes, which she did from time to time. Ms. Marshall inquired about positions in 2016, 2019, and 2020, and each time she inquired about a specific job, her updated application form, which included the arbitration provision containing her signature, was forwarded to the hiring manager.

¹ Reference to the Application will be cited “App.” followed by the appropriate page reference.

9. The application also contains a provision that precludes Ms. Marshall from bringing any class or collective claims pursuant to the provisions of that application. The application precludes the arbitrator from having the:

“authority to consolidate the claims of other applicants and/or employees into a single proceeding, to fashion a proceeding as a class, collective or representative action or to award relief to a class or group of applicants...” (see App., p. 3).

10. Finally, the application signed by Ms. Marshall in April, 2016, includes a provision that any arbitration under the terms of the application will be “administered by the American Arbitration Association (“AAA”)”. The application also provides that the arbitrator “shall have the authority to award the same damages and other relief that would have been available in court” (App., p. 3).

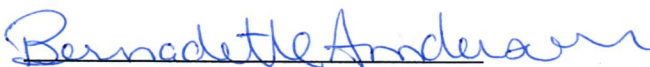
I have reviewed the content of this ten (10) paragraph Declaration, and hereby affirm that the contents are true to the best of my information and belief.

Dated this 15th day of September, 2021.



Angela Traver
Director of Employee Relations & HR Compliance
Tidelands Health System

SWORN TO before me, this
15 day of September, 2021.


Notary Public

My Commission expires:

1/22/2024

[NOTARIAL SEAL]

BERNADETTE ANDERSON
Notary Public, State of South Carolina
My Commission Expires 1/22/2024



48543831.1

EXHIBIT A



EMPLOYMENT APPLICATION

AT-WILL DISCLAIMER: THIS IS NOT AN EMPLOYMENT CONTRACT AND DOES NOT ALTER AN EMPLOYEE'S AT-WILL EMPLOYMENT STATUS.

ARBITRATION NOTICE: THIS APPLICATION AND APPLICATION PROCESS IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C.CODE ANN. § 15-48-10, ET SEQ.

Tidelands Health is an equal opportunity employer (EOE). Tidelands Health does not discriminate against employees or applicants for employment on the basis of race, color, creed, religion, age, national origin, disability, marital status, veteran status, gender, genetic information, familial status, or any other legally protected status.

Please answer all questions completely. Please do not provide any information not specifically requested on this Employment Application form.

PERSONAL

Last Name
MARSHALL

First Name
LORETTA

Middle
SABRINA

Address (Number & Street)
705 S. FARR AVE

Address 2 (Apartment or Box No.)

City
ANDREWS

State/Province
SC

Country Zip/Postal Code
United States 29510

Home Phone
843-344-6549

Cell Phone
843-344-6549

Other Phone

E-mail Address
LSM29440@YAHOO.COM

Are you eligible to work in the U.S.?

☒ Yes ☐ No

Will you now, or in the future, require sponsorship for employment visa status (e.g. H-1B visa status)?

☐ Yes ☒ No

Are you age 18 or over?

☒ Yes ☐ No

Willing to Relocate? Yes

How did you hear about us?
Company Website

Date Available to Start
7/1/2020

Desired Salary

Have you been employed by Tidelands Health (formerly Georgetown Hospital Systems)?

☐ Yes - Current Employee ☒ Yes - Previous Employee ☐ No

Please list name(s) used: (If not a former Employee, please enter N/A) Title:
LORETTA SABRINA MILLER RN

Have you ever participated in student observation hours, clinical rotations or volunteer hours at Tidelands Health (formerly Georgetown Hospital Systems)?

☒ Yes ☐ No

If yes, please specify:
VARIOUS

Did you upload a Resume? Yes

Have you ever been convicted of, pleaded guilty or nolo contendere to, or otherwise been found guilty of a misdemeanor or felony offense? (Do not include convictions that have been sealed, erased, statutorily eradicated, expunged or annulled by a court or by a youthful offender adjudication or convictions that resulted in a referral to and participation in a diversion program. **Your conviction records will not automatically eliminate you from consideration for employment.**)

☐ Yes ☒ No

If you answered "Yes," to the previous question, please explain.

Have you ever had any action taken against your professional license, certification or registration?

☐ Yes ☒ No

Have any complaints/reports been filed; or current pending proceedings; with any licensure/certification board in regards to misconduct or questionable practices?

☐ Yes ☒ No

PRE-EMPLOYMENT STATEMENT (Please read before signing)

I understand that all hiring is subject to satisfactory completion of a criminal background check, post-offer drug and alcohol testing, physical agility test, references, verification of accuracy of information submitted, licensure (if applicable), bonding (if applicable), and other legal criteria as established by Tidelands Health. I understand that I must satisfactorily complete the foregoing requirements in order to be considered for employment.

The organization is committed to compliance with the provisions of this nation's immigration laws

regarding verification of employment eligibility. Any offer of employment will be contingent upon your ability to provide legally sufficient documentation showing your eligibility to be employed by this organization. Applicants or employees that present fraudulent documents for employment verification purposes or that fail to provide required documentation within the required time frame will be terminated.

I understand that this Employment Application is not an offer of employment. I understand that nothing contained in this Employment Application creates a contract between the organization and me for employment or any other benefit. No promises regarding employment have been made and I understand that no such promise or guarantee is binding upon the organization.

I understand that if I am hired, I will be an employee "at will," meaning I am not hired for any definite length of time and either I or the organization can terminate my employment at any time for any or no reason.

If employed, I understand and agree that Tidelands Health retains the sole right in its business judgment to modify, suspend, interpret, or cancel, in whole or in part, at any time, with or without any notice, any published or unpublished policy, practice, procedure, process, or benefit. I understand that if I am hired, the shifts, days of work and/or nature and duties of my employment are subject to change at any time due to the needs of Tidelands Health.

If employed, I understand that I may be required to comply with Federal, State/Province, or Local Data Privacy and other applicable regulations. I understand and agree to comply with such laws.

Agreement to Arbitrate ("Agreement")

You and Tidelands Health recognize that differences may arise between you during the application that cannot be resolved without the assistance of an outside party. Both you and Tidelands Health agree to resolve any and all claims, disputes or controversies arising out of or relating to your application for employment and application process exclusively by arbitration to be administered by the American Arbitration Association ("AAA") pursuant to its Rules for the resolution of employment disputes. Copies of AAA's Rules are available on AAA's website (www.adr.org). Some, but not all, of the types of claims covered are: discrimination or harassment on the basis of race, sex, age, national origin, religion, disability, genetic information, or any other unlawful basis; breach of contract; unlawful retaliation; employment-related tort claims such as defamation or negligence; and claims arising under any statutes or regulations applicable to applicants. Claims not covered by this Agreement are: (a) administrative claims for workers' compensation, disability insurance, or unemployment benefits; (b) claims for benefits under a company benefit plan or program that provides its own process for dispute resolution and arbitration of disputes; (c) claims by Tidelands Health or by you for emergency or temporary injunctive relief pending appointment of an arbitrator and the opportunity to be heard for similar relief by the arbitrator; (d) claims seeking relief according to statutes which expressly prohibit arbitration or for which this Agreement would be invalid as a matter of law; and (e) actions to enforce this Agreement, compel arbitration, or enforce or vacate an arbitrator's award under this Agreement. This Agreement does not affect or limit your right to file an administrative charge with a state or federal agency such as the National Labor Relations Board or the Equal Employment Opportunity Commission. You and Tidelands Health agree that this Agreement shall be enforceable pursuant to and interpreted in accordance with the provisions of the Federal Arbitration Act.

The arbitrator shall have the authority to award the same damages and other relief that would have been available in court pursuant to applicable law. The arbitrator shall not have the authority to add to, amend, or modify existing law or to alter the at-will status of the relationship between you and Tidelands Health. Because this Agreement is intended to resolve the particular dispute as quickly as possible, the arbitrator shall not have the authority to consolidate the claims of other applicants and/or employees into a single proceeding, to fashion a proceeding as a class, collective, or representative action, or to award relief to a class or group of applicants and/or employees. All claims covered by this Agreement are intended to be brought and resolved on an individual basis. The arbitrator shall have the authority to consider and rule on dispositive motions such as motions to dismiss or motions for summary judgment in accordance with the

standards and burdens generally applicable to such motions in federal district court, except that the arbitrator may establish appropriate and less formal standards and procedures for such motions consistent with the expedited nature of arbitration proceedings. The arbitrator may issue subpoenas to compel the attendance of witnesses and to compel the production of documents during discovery and at the hearing and shall do so upon reasonable request of either party.

For the purposes of the scope of the obligation to arbitrate, claims against Tidelands Health shall include claims against all parent and subsidiary and related companies, specifically including as well as their respective officers, directors, managers, supervisors, employees (current and former) and any trade names or alleged joint employers.

If any provisions of AAA's Rules or of this Agreement are determined by the arbitrator or by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, such provisions shall be severed or modified so that the Agreement may be enforced to the greatest extent permissible under the law. All remaining terms and provisions shall continue in full force and effect; provided, however, that the Agreement shall not be enforced in regard to any class, collective or representative actions if the prohibition on such proceedings in arbitration is determined to be unenforceable. This Agreement may be modified or terminated by Tidelands Health after thirty days written notice to you. Any modifications or terminations shall be prospective only and shall not apply to any claims or disputes that are pending in arbitration or that have been initiated by either party.

If employed, I understand that as a condition of employment that I may be required to agree to and sign the organization's confidentiality, non-compete, and/or other similar agreements. I also agree to notify the organization during the pre-employment process of any confidentiality, non-compete, and/or other similar agreements that I may have already signed with current and/or former employers, or other potential conflict.

I understand that by electronically signing this document below, I acknowledge having read, understood and agreed with the foregoing, and further by electronically signing that I am authorizing Tidelands Health to investigate and independently verify any information provided in this application for employment and/or any resume or other documents and information I have submitted.

This statement is not authorizing Tidelands Health to acquire a consumer report (i.e., background check) from a consumer reporting agency. Any consumer report obtained from a consumer reporting agency requires a Disclosure and Authorization form to be executed, and that form will be completely separate from this Employment Application. By electronically signing below I (a) have authorized my previous employers, schools, references and any and all other persons or entities named in documents I have furnished to discuss information about me with Tidelands Health; (b) release from any liability all representatives of Tidelands Health for their acts performed in good faith and without malice in connection with evaluating my application, resume, or other documents and information I have submitted; and (c) release from any liability any/all individuals or organizations who provide information to Tidelands Health in good faith and without malice concerning my competence, ethics, character and other qualifications. I further agree to cooperate in any fashion to ensure a timely and accurate completion of this application.

I hereby certify that the information provided by me on this employment application and on any resume or cover letter or other information, which I have submitted is true and complete to the best of my knowledge. I understand and agree that any misrepresentation or omission of fact in this application or my resume or other information I furnish during the employment process will invalidate my application for employment or result in termination of my employment at Tidelands Health even if such erroneous, withheld or untrue information is discovered after my employment has begun.

I understand that the technical processing and transmission of the application, including my personal information, may involve (a) transmissions over various networks, including the transfer of this information to the United States and/or other countries for storage, processing and use by Tidelands Health, its affiliates, and their agents; and (b) changes to conform and adapt to technical requirements of connecting

networks or devices. Accordingly, I agree to permit such parties to make such transmissions and changes, and hereby provide the necessary consent for the same.



I ACCEPT LORETTA MARSHALL 4/12/2016 9:35 AM

By checking the box above next to the "I ACCEPT" button, I am applying my e-signature, which is just as valid as my handwritten signature, and agreeing to the PRE-EMPLOYMENT STATEMENT which contains the Agreement to Arbitrate, and other items all of which I am agreeing to, certifying, and admitting that I understand those provisions.